

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES- PROCUREMENT  
DISTRICT 6, 2309 BARRETT STATION RD,  
BALLWIN,MO 63021**

REQUEST NO.	D611-100-RW	
DATE	January 19, 2011	
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SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**2:00 p.m., Local Time, February 22, 2011**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Teresa(Terri) Mount  
**BUYER EMAIL:**  
Teresa.Mount@modot.mo.gov

**BUYER TELEPHONE:** 314-301-1431  
**BUYER FAX:**  
**573-526-0016**

**SUPPLIES OR SERVICES**

**Franklin County- I-44  
St. Louis Metro Mowing Project # D6-2011- H  
Mowing and litter removal along MoDOT roadway right of way per attached Scope of Work and  
per Exhibit A Project Details defining the contract limits and exclusions.**

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, Exhibit A (Project Details) defining the contract limits, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Return sealed bid to the address shown at the top of this page.**

**(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)**

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE  
certified?** ☐ Yes ☐ No

**Title:**  
**Is your firm WBE  
certified?** ☐ Yes ☐ No

## 1.0 Introduction and General Information

### 1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide mowing services and litter removal per areas as defined by the attached contract limits and location sketch (Exhibit A ) and as defined below:
- Route I-44 as designated
- 1.1.2 Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 1.1.3 Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- 1.1.4 Non-Mandatory Pre-Bid Meeting will be held on **January 28, 2011 at 10:00 AM, Room 209** at the **Traffic Management Center, 14301 South Outer 40 Road, Chesterfield, MO. 63017**. The purpose of the meeting is to allow potential Offerors an opportunity to ask specific questions about the bidding process and requirements pertinent to this bid as well as specific questions about any/or remaining mowing bids for the St. Louis Metro Area.
- A. Each Offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site(s) condition, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Contractual Requirements. The Offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to (1) the Offeror's failure to attend the scheduled Pre-Bid meeting (2) the Offeror's failure to observe existing conditions, etc.
- 1.1.4 Each bid must be mailed or hand delivered in a sealed envelope to Ms Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 2:00 p.m., Local Time, February 22, 2011.**

### **RFB Coordinator:**

**Ms. Teresa (Terri) Mount (Title) Sr. General Services Specialist**  
**Missouri Department of Transportation**  
**2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431**  
**FAX: 573-522-0016**  
**EMAIL: Teresa.Mount@modot.mo.gov**

## **1.2 General Information:**

This document constitutes an invitation for competitive, sealed bids for the procurement of mowing and litter removal services as designated in the St. Louis Metro District.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Exhibit(s)
- 6) Terms and Conditions

1.2.2 Fiscal Year: The fiscal year runs from July 1-June 30, period of service will be from April 1, 2011 to November 30, 2011, with the option to extend the contract for up to two (2) one (1) year periods, at the sole discretion of the Missouri Department of Transportation.

1.2.3 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

## **2.0 SCOPE OF WORK**

### **2011 St. Louis Metro Mowing Provisions**

#### **A. NON-PREVAILING WAGES**

**1.0** This contract involves only maintenance of the state highway system with no construction work being performed. Therefore under Missouri Statutes this contract does not require payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract.

#### **B. CONTRACT TERM AND EXTENSION**

**1.0** The contract term shall be for the period listed in the project details (Exhibit A). Any work ordered prior to the termination date shall be completed in accordance with the contract.

**2.0** The contract may be extended under the original contract specifications and contract prices for up to two (2) additional contract terms. If the Commission desires to extend the contract, the contractor will be given written notification of the offer to extend no later than August 1 of the current contract year. The contractor shall provide written notification of acceptance or rejection of the contract extension offer no later than September 1 of the current contract year. The extended contract term shall be for the period listed in the project details.

**3.0** If the contract is extended, the contractor shall furnish satisfactory evidence of continued bond and insurance coverage for the extended contract term.

#### **C. CONTRACT LIMITS**

**1.0 Contract Limits.** The contract limits are shown in the project details (Exhibit A) along with a written description of the limits. Excluded areas located within the contract limits are listed in the project details.

**2.0 On-Site Review.** It shall be conclusively presumed that all bidders have made an on-site review of the contract limits and all bidders have a clear understanding of the areas included in this contract and the scope of work required.

**3.0 Contract Limit Changes.** If the engineer determines that it is necessary to make an addition or deletion to the contract limits, the change will be handled in accordance with Section D of these provisions.

#### **D. CHANGES IN THE WORK**

**1.0** When necessary to satisfactorily complete the project, the Missouri Department of Transportation (MoDOT) reserves the right to change quantities or make other changes for which there are no provisions included in the contract.

**2.0** If the work does not involve a significant change in the quantity (either up or down) of an established contract item, then the contractor shall complete the work as necessary and payment will be made at the established contract unit prices.

**3.0** A significant change is defined as an increase in excess of 125% or decrease below 75% of the original contract quantity on a major item of work. A major item of work is defined as any contract item with an original value in excess of 10% of the original contract amount.

**4.0** If the work involves a significant change in the quantity of a major item then an equitable adjustment may be made to that item's unit price. Either MoDOT or the contractor may request that such an adjustment be made and the contractor shall furnish such information needed to establish the equitable price adjustment. Such adjustment will be determined based on the contractor's actual costs to perform the work, excluding any anticipated profits from work not performed. This determination will be consistent with the contractor's other proven costs to perform the contract work, as shown in the contractor's bid computations and project cost records.

**5.0** If the change involves an item for which no price is established in the contract then an equitable adjustment will be agreed to by both MoDOT and the contractor prior to performance of the work. Such adjustment will be determined based on the contractor's actual costs to perform the work. If a basis cannot be agreed upon, then an adjustment will be made in such amount as MoDOT may determine to be fair and equitable.

#### **E. MOWING AND LITTER REMOVAL CYCLES**

**1.0** A mowing and litter removal cycle is defined as performing all mowing, trimming, litter removal, and any other work required by the contract within the specified contract limits. MoDOT will determine the total number of mowing cycles to be performed during each term of the contract.

**2.0** MoDOT will determine when to begin each mowing cycle in accordance with the preliminary schedule listed in the project details (Exhibit A). MoDOT may adjust the preliminary schedule based on turf conditions, weather conditions, amount of litter, and/or other requirements.

**3.0** The number of mowing and litter removal cycles will be as specified in the project details (Exhibit A).

#### **F. NOTICE TO PROCEED AND CONTRACT TIME FOR COMPLETION OF WORK**

**1.0** MoDOT will issue a notice to proceed for each mowing and litter removal cycle which will stipulate the date the contractor is expected to begin work. The notice to proceed will be issued at least five (5) calendar days before the stipulated date to start work for each cycle.

**2.0** The contractor shall complete all work required for each mowing and litter removal cycle through the entire contract limits within the specified number of working days after the notice to proceed date. If the contractor elects to begin work prior to the notice to proceed date, the working day count will begin on the day the contractor's operations begin.

**3.0** A working day will be defined as any day when, in the judgment of the engineer, soil and weather conditions would permit the major operation of the project for six hours or more, unless other unavoidable conditions prevent the contractor's operations. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day. Saturdays, Sundays, and holidays established by law will not be counted as working days. The engineer may make allowance for working days lost due to causes justifying their elimination from the count of working days. No allowance will be made for delay or suspension of the prosecution of the work due to fault of the contractor.

**4.0** The number of working days will be as specified in the project details (Exhibit A).

#### **G. LIQUIDATED DAMAGES**

**1.0** If each mowing and litter removal cycle is not completed within the specified working days, MoDOT and the

public will sustain damages because of such delay, the exact extent of which would be difficult to ascertain. Therefore in order to liquidate such damages in advance it is agreed that the contractor will be charged with such liquidated damages in an amount as listed below that each mowing and litter removal cycle is not complete.

- a. In the event the contractor fails to provide mowing and litter removal in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of **\$ 150.00 per day** for each calendar day the contractor is delinquent in completing the work beyond the designated cycle completion date.
- b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
- c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
  1. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

## **H. WORK PLAN AND SCHEDULE FOR ACCOMPLISHING WORK**

**1.0** Prior to starting the work, the contractor shall provide a proposed work plan and typical schedule for accomplishing the work. The work plan shall include a written list of equipment, personnel, and a typical schedule that the contractor intends to use in executing the work.

**2.0** The work plan will be reviewed by the engineer to determine in general if adequate personnel and equipment appear to be available to complete the work within the required number of work days. If the engineer determines the work plan is inadequate, the engineer and contractor shall meet for a joint review of the plan to correct and adjust the plan and schedule as necessary. A revised work plan and schedule shall be provided by the contractor prior to commencing the work.

**3.0** If the contractor has more than one Commission contract for roadside mowing, the priority of the work will be jointly determined by the engineer and the contractor. The priorities of the work plan will be determined by the needs of the Commission and not the contractor's convenience of work location.

**4.0** The contractor shall determine the most feasible work plan and schedule consistent with the requirements of the contract. The engineer's approval of the contractor's work plan is not intended to be acknowledgment or representation that it is reasonable or will accomplish the work within a particular time or at a particular cost.

**5.0** No direct payment will be made for furnishing the work plan or revisions.

## **I. ROADSIDE MOWING**

**1.0 Description.** This work shall consist of mowing grassed or vegetated roadside areas including areas that may require the use of specialized equipment and hand trimming around fixed objects. Routinely mowed areas include but are not limited to shoulders, front and back slopes, roadside ditch bottoms, raised median islands and various width utility strips. Hand mowing and trimming will be required to perform the specified work in areas that are inaccessible to mechanized equipment. Vegetation to be mowed shall consist of planted or naturally occurring grasses, weeds, and

other vegetation, both herbaceous and woody. Vegetation that is excluded includes landscaped ornamental plantings and large brush that cannot be cut with typical mechanized mowing equipment or cut with typical trimming equipment if inaccessible to mowers. Hand cutting small amounts of brush may be required in limited areas to provide a uniform look to the mowed area.

## **2.0 Work Schedule.**

**2.1** All work shall be performed during daylight hours.

**2.2** At least two (2) calendar days prior to beginning each mowing cycle, the contractor shall notify the engineer of the proposed start date, working hours, starting location, and the direction in which mowing operations will proceed. The engineer shall be notified as soon as practical of any changes due to weather, equipment, or other circumstances.

## **3.0 Equipment.**

**3.1** Mowing and trimming equipment shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings. Mowing equipment shall have a minimum adjustable cutting height as listed in the project details. Special mowing equipment restrictions, if any, are listed in the project details.

**3.2** All manufacturer recommended safety devices shall be properly installed and maintained at all times that the mowing and/or trimming equipment is in use. All mowing and trimming equipment shall use protective devices to minimize throwing of unmowable objects into roadway traffic or onto adjacent private property. If the engineer determines that any equipment is deficient in safety devices, the contractor shall immediately remove the equipment from service until the deficiency is corrected.

## **4.0 Work Requirements.**

**4.1** Where the limits of mowing and trimming have been previously established, or natural landscaping has been preserved, mowing shall conform to the established mowing contours unless otherwise excluded by the engineer. Mowed areas shall be uniform in appearance with no streaking or scalping. Mowed areas of different widths shall be connected to produce smooth flowing transitions. Clippings shall be evenly distributed over the mowed area. No large clumps of clippings shall remain after mowing. Mowing height shall be as designated in the project details.

**4.2** One side of the roadway shall not be mowed to a length for which the adjacent roadside cannot be mowed the succeeding work day. At the conclusion of each working day, no more than a one (1) mile section shall be left partially mowed.

**4.3** Mechanical trimming shall be performed around fixed objects within the mowed portions of the roadway right-of-way including but not limited to sign posts, delineator posts, drainage structures, grass ditches, rock ditches, guardrails, fences, bridge ends, curbs, trees, rock outcrops, landscaped areas, planting beds, soundwalls, etc., as directed by the engineer. Trimming may be performed either concurrently with the mechanized mowing operations or following the completion of mowing. Hand cutting small amounts of brush may be required in limited areas to provide a uniform look to the mowed and trimmed area.

**4.4** Actions by the contractor that result in damage to turf, trees, curbs, sidewalks, pavement, signs, structures, mail boxes, delineators, landscaping, or other appurtenances shall be repaired or replaced to the satisfaction of the engineer at the contractors expense. Ruts, tire tracks, and other disturbed areas caused by the contractor shall be filled with approved topsoil and re-seeded as directed by the engineer at the contractors expense.

**5.0 Proposals for Use of Herbicide.** The contractor may propose to use herbicide treatment of mowed or trimmed areas to minimize or eliminate mowing or mechanical trimming. All proposals shall be submitted to the engineer for consideration at least 2 weeks prior to the use of any herbicide. The proposal shall contain all information required for

a full evaluation by MoDOT. Such information shall include the type of herbicide, labeling details, contractor certification/licensing for application of the herbicide, health and safety plane, etc. No herbicide shall be used without approval by MoDOT.

**6.0 Method of Measurement and Basis of Payment.** Final measurement of mowed and trimmed areas will not be made except for authorized changes, or where appreciable errors are found in the contract quantity. Where required, measurement of mowed and trimmed areas will be made to the nearest acre. The revision or correction will be computed and added to or deducted from the contract quantity.

**6.1** An appreciable error is defined as an error resulting in a change in quantity of 10 percent from the original contract quantity of an item or an error resulting in a monetary change of at least \$5,000 from an original contract item.

**6.2** Payment will be made for contract quantities except when authorized changes are made to contract quantities or if an appreciable error is found in contract quantities.

**6.3** Payment will be considered full compensation for all labor, equipment, and material necessary to perform the described work.

## **J. LITTER REMOVAL AND DISPOSAL – CONTRACTOR PERFORMED**

**1.0** The contractor shall perform all litter removal and disposal from the mowing areas. MoDOT forces will not perform litter removal operations during the term of this contract within mowing areas. However, between the contractor's mowing or litter removal cycles MoDOT may elect to perform minor litter removal work in response to aesthetic concerns. MoDOT generally performs a statewide litter removal campaign during March of each year along many highly traveled state roadways. MoDOT may perform some litter removal work during March along the roadways included in this contract, however it will not be comprehensive litter removal of the entire mowed areas.

**2.0** The contractor shall remove all litter greater than approximately ¼ square foot. The contractor shall also remove any other items, regardless of size, which will become scattered and unsightly when mowed. The contractor shall properly dispose of all collected litter at the end of each working day. Any litter scattered by the contractor's mowing operations shall be immediately removed and disposed of properly.

**3.0** The contractor shall inform the engineer of any unusual items encountered along the roadway, such as dead animals and hazardous wastes. These items will be handled by MoDOT forces unless otherwise directed by the engineer. Discarded tires shall be picked-up by the contractor and taken to a MoDOT facility designated by the engineer. MoDOT will dispose of tires picked-up by the contractor.

**4.0 Method of Measurement and Basis of Payment.** Litter removal areas shall be presumed by the Commission and the Contractor to be equal to the mowing area. Final measurement will not be made except for authorized changes, or where appreciable errors are found in the contract quantity. Where required, measurement of litter removal areas will be made to the nearest acre. The revision or correction will be computed and added to or deducted from the contract quantity.

**4.1** An appreciable error is defined as an error resulting in a change in quantity of 10 percent from the original contract quantity of an item or an error resulting in a monetary change of at least \$5,000 from an original contract item.

**4.2** Payment will be made for contract quantities except when authorized changes are made to contract quantities or if an appreciable error is found in contract quantities.



**4.3** Payment will be considered full compensation for all labor, equipment, and material necessary to perform the described work.

## **K. WARNING SIGNS, TEMPORARY TRAFFIC CONTROL, AND SAFETY REQUIREMENTS**

### **1.0 Warning Signs and Temporary Traffic Control.**

**1.1** When operating mowing equipment within 30 feet of the edge of pavement, 48 inch warning signs with the legend "MOWERS AHEAD" shall be placed a maximum of one mile in advance of the operation, and at intervals not to exceed one mile within the operation. When performing litter removal operations or trimming operations, 48 inch warning signs with the legend "SHOULDER WORK AHEAD" shall be used in lieu of the "MOWER" signs unless the litter removal or trimming work is being performed at the same time as the mowing operations. Details for the "MOWERS AHEAD" sign are located in the project details, Standard Plan 616.10, and Sec 616 of the Standard Specifications. Details for the "SHOULDER WORK AHEAD" sign are located in Standard Plan 616.10 and Sec 616.

**1.2** Warning signs shall be erected such that they are visible to traffic moving adjacent to the work area. When working in the median, signs shall be erected for both directions of traffic. Additional signs shall be erected along ramps and major side roads as necessary to warn traffic entering the work area. The contractor shall place all signs prior to beginning work and shall relocate the signs as work progresses.

**1.3** In lieu of rigid warning signs, the contractor may elect to use flexible, roll-up signs in accordance with Sec 1063.4.2.

**1.4** Vehicles and equipment stopped or parked within 15 feet of the edge of pavement shall be delineated with a minimum of five channelizers in accordance with Standard Plan 616.10. In no case shall stopped or parked vehicles be allowed to encroach into a driving lane.

**1.5** All traffic control devices shall be in accordance with the MUTCD and any applicable safety and design codes.

**1.6** The contractor shall furnish a manufacturer's certification of crashworthiness, per NCHRP 350 Evaluation Criteria, for FHWA Category 1 traffic control devices and appurtenances. The contractor shall furnish the FHWA acceptance letter for FHWA Category 2 and Category 3 traffic control devices and appurtenances. The FHWA acceptance letter shall indicate that the device and appurtenance complies with the crash test requirements of NCHRP 350, Test Level 3 (TL-3). Regardless whether the device meets NCHRP 350 criteria, the engineer reserves the right of final approval. Installation of a device prior to the engineer's approval will be at the contractor's risk.

### **2.0 Safety Requirements.**

**2.1** All workers within highway right of way shall wear high-visibility safety apparel meeting Class 2 or Class 3 requirements of ANSI/ISEA 107-2004 publication entitled, "American National Standard for High-Visibility Safety Apparel and Headwear".

**2.2** All ride-on equipment used in the work, including but not limited to riding mowers, trucks, tractors, and supply vehicles, shall be equipped with a USDOT-approved warning light in accordance with Sec 616.5.1. All ride-on mowing equipment and non-licensed supply equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment.

**2.3** During non-working hours, the contractor shall not park vehicles or store equipment or materials closer than 30 feet from the edge of pavement unless the equipment, vehicles, or materials are located behind a roadside barrier or in some other properly protected area. The contractor shall notify the engineer of all temporary parking / storage locations located on the right of way.

**2.4** During working hours, the contractor shall not park service, supply, or equipment transport vehicles within 15 feet from the edge of pavement for more than 1 hour unless behind a barrier or in a protected area. All service and supply operations shall be conducted at least 30 feet from the edge of pavement except as necessary to repair inoperable equipment.

**2.5** Low speed mowing equipment, such as tractors, shall not be driven for distances exceeding ½ mile along high speed roadways. A shadow vehicle with a warning light shall be used when tractors and other low speed equipment must cross multiple lane roadways to perform mowing operations in a median or other isolated area. Roadway crossings by low speed equipment shall only be done during off-peak traffic times.

**3.0 Basis of Payment.** All costs for complying with these provisions for warning signs, traffic control devices, and safety requirements shall be included in and be considered completely covered by the individual contract pay items included in the contract. No direct payment will be made for furnishing, installing, maintaining, relocating, or removing temporary traffic control devices. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions.

## **L. MOBILIZATION**

**1.0** No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the individual mowing and litter pay items included in the contract.

## **M. RAILROAD SPECIAL PROVISIONS**

**1.0** The rights of way of one or more railroads, herein called "Railroads", may be located within the limits of this project. However, this project has been developed with the specific intention that no involvement with the facilities, traffic, property, or rights of way of the Railroads is required for the performance of the contractual work herein. The work to be performed over, under, or near the Railroad rights of way shall not interfere with the Railroads' operations or facilities.

**2.0** Should the contractor violate this condition of no railroad involvement, all terms and conditions of the interaction shall be solely between the contractor and the subject Railroad.

## **N. FINAL INSPECTION AND ACCEPTANCE OF THE WORK**

**1.0** Upon presumptive completion of the required work for each mowing cycle, the contractor shall notify the engineer and an inspection will be performed by the engineer. If the engineer determines all work required by the contract has been satisfactorily completed, the engineer will notify the contractor in writing of acceptance of the work.

**2.0** Work determined to be unsatisfactory by the engineer and not accepted shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected within the specified working days for each mowing cycle. If needed for correction of unsatisfactory work, the contractor will be given an extension of contract time in an amount equal to the number of days remaining in the mowing cycle at the time the engineer was notified for inspection. No contract time extension will be made for notification made prior to completion of the work. Any time extension given will be considered a noncompensable delay. Upon completion of the corrections, the contractor shall notify the engineer for a reinspection.

## **O. INVOICING AND PAYMENTS**

**1.0** Upon final inspection and acceptance of the work performed during a mowing cycle, the contractor shall request payment by submitting an invoice to the following address:

Missouri Department of Transportation  
Business & Benefits  
1590 Woodlake  
Chesterfield, MO. 63017-5712

**2.0** Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

**3.0** The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.

**4.0** Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

**5.0** MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.

**6.0** Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

**7.0** The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

## **P. AUTHORIZED WORKERS**

**Pursuant to RSMo 285.530** - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:

a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

#### **Q. REQUIRED INSURANCE**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

**a. General Liability:** Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

**b. Automobile Liability:** Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

**c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.**

**Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.**

### 3.0 BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked **“D611-100-RW “Mowing- I-44 Franklin County Project H”**.

3.1.2 All bids must be received at the following address no later than **February 22, 2011 at 2:00 p.m., Local Time**.

The Missouri Department of Transportation  
Procurement Division  
Attn: Teresa (Terri Mount)  
2309 Barrett Station Rd.  
Ballwin, MO. 63021

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

#### 3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
- b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT **or** APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

3.1.6 Proposal/Bid Guaranty/Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred Percent (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment Bond (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.7 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.8 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

3.1.9 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.

3.1.10 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by MoDOT.

#### 4.0 PRICING PAGE D611-100-RW

4.1 The bidder shall provide a firm, fixed price in the table for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

MOWING PROJECT D6-2011-H Franklin County, I-44					
Item #	Description	U/M	QTY	COST U/M	EXTENDED COST
001	Mowing per RFB- Total Cycles*	ACRES	860		
002	Litter Removal- Total Cycles*	ACRES	860		
003	TOTAL EXTENDED COST				

\* See Exhibit A (Project Details) for number of mowing cycles per year/season and number of acres per cycle.

Company: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature / Title*

**Exhibit I**

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.



## **Exhibit II**

### **MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- ☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- ☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- \_\_\_\_\_
- ☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- ☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- ☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

### **CERTIFICATION**

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

### Exhibit III

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual                      ( ) partnership                      ( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:

[illegible]

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show this name above in addition to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

# Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6.

**Exhibit IV**  
**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL**  
**MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or  
title  
empowered to act officially and properly on behalf of this business entity. I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo. In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3). I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)(if applicable)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

***My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:***

☐ I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am classified by the United States of America as: (check the applicable box) a United States citizen. an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**Exhibit V- D611-100-RW**  
**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_,  
\_\_\_\_\_,  
as Principal and \_\_\_\_\_, as Surety are held and firmly bound  
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**)  
in the penal sum of:

**Dollars**

(\$ \_\_\_\_\_) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the bid, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

\_\_\_\_\_  
Principal

By

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-Fact

**NOTE:** This bond must be executed by the **PRINCIPAL** and by a **CORPORATE SURETY** authorized to conduct surety business in the State of Missouri.

## Exhibit VI

### MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

#### Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

#### Veteran Information

#### Business Information

---

Service-Disabled Veteran's Name, (Please Print)

---

Service-Disabled Veteran Business Name

---

*Service-Disabled Veteran's Signature*

---

Missouri Address of Service-Disabled Veteran  
Business

---

## 6.0 TERMS AND CONDITIONS

### STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

### GENERAL TERMS AND CONDITIONS

#### General Performance

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

#### Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

#### Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized

representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

- e. Within **30 days** after the execution of the contract, a **Purchase Order** will be issued by the Department. A "Notice to Proceed," which will specify the date or dates that the Contractor can start work, will be issued separately. These dates will be in accordance with the dates shown in the proposal.

#### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### **Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.



- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award.

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.
- c. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- d. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the work, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the work.

#### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

#### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

#### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

#### **Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

### **SPECIAL TERMS AND CONDITIONS**

#### **Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification # Per RFB As referenced and any other provisions outlined in the solicitation documents.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

#### **Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

#### **Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

#### **Failure to Execute Contract**

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

#### **Holidays**

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day

July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

#### **Legal Weights**

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

#### **Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

#### **Prohibition Of Employment Of Unauthorized Aliens:**

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).